



REQUEST FOR PROPOSALS

Full Elevator Maintenance Services For City of Durham DURHAM, NORTH CAROLINA

March 2, 2015

Owner: City of Durham
101 City Hall Plaza
Durham, North Carolina 27701

General Services Department
2011 Fay Street
Durham, NC 27704
919-560-4197 ext. 21273

Full Elevator Maintenance Services for City of Durham

DURHAM, NORTH CAROLINA

CONTRACT AND SPECIFICATIONS

CITY OF DURHAM, NORTH CAROLINA

MAYOR: WILLIAM V. "BILL" BELL

COUNCIL MEMBERS:

CORA COLE-MCFADDEN
EUGENE A. BROWN
DIANE CATOTTI
EDDIE DAVIS
DON MOFFITT
STEVE SCHEWEL

CITY MANAGER: THOMAS J. BONFIELD

CITY ATTORNEY: PATRICK W. BAKER

CITY CLERK: D. ANN GRAY

Full Elevator Maintenance Services for City of Durham

T A B L E O F C O N T E N T S

BIDDING REQUIREMENTS

ADVERTISEMENT

INSTRUCTION TO BIDDERS (**PLEASE READ**)

INSURANCE REQUIREMENTS

GENERAL INFORMATION

PROPOSAL FORM (**USE THIS FORM ONLY**)

EQUAL BUSINESS OPPORTUNITY PROGRAM

SMALL DISADVANTAGE BUSINESS ENTERPRISE (SDBE) FORMS

NON-COLLUSION AFFIDAVIT

SCOPE OF WORK

I. Scope of Work

II. Special Conditions

GENERAL REQUIREMENTS and SPECIAL CONDITIONS

General Requirements

Special Conditions

QUALIFICATIONS and SUBMISSION REQUIREMENTS

EVALUATION and AWARD CRITERIA

SERVICE CONTRACT REQUIREMENTS

ADVERTISEMENT

The City of Durham is seeking an elevator contractor to provide full elevator maintenance services. For information, see the Request for Proposals, which may be obtained at the General Services Department, 2011 Fay Street, Durham, NC 27704. Proposals are due on Tuesday, April 14, 2015 by 11:00 am at the General Services Department.

Bidders are strongly encouraged to attend a pre-proposal conference on Thursday, March 26, 2015 at 10:00 am at General Services Department.

All proposals must include a non-collusion affidavit. The City Council of the City of Durham reserves the right to reject any or all proposals.

Notice under the Americans with Disabilities Act. A person with a disability may receive an auxiliary aid or service to effectively participate in city government activities by contacting the ADA Coordinator, voice 919-560-4197, fax 560-4196, TTY 919-560-1200, or ADA@durhamnc.gov, as soon as possible but no later than 48 hours before the event or deadline date.

INSTRUCTIONS TO BIDDERS

1. The purpose and intent of this Request for Proposal is to award a contract with a contractor to provide full elevator maintenance services for the City of Durham. The maintenance services will include inspections, testing, and repairs for two (2) years.
2. The awarded contractor or all elevator personnel used by the awarded contractor shall have a minimum of five (5) years documented elevator repair and/or maintenance experience.
3. The awarded contractor shall furnish all materials, labor, equipment, supervision, tools, machinery, etc. for complete inspections, maintenance and repairs for all operating elevators in strict accordance with the specifications.
4. It shall be the awarded contractor's responsibility to obtain all necessary and required permits and shall conform to all laws, regulations, and ordinances applicable to the performance of this contract.
5. The contractor(s) to whom the award is made must carry insurance in the amounts and types outlined in the following section, "INSURANCE REQUIREMENTS".
6. The successful awarded contractor is required to commence work upon written notice from the City's Construction Project Manager. Termination of work shall also be controlled by the City of Durham.
7. Proposers are requested to return proposals to the City of Durham General Services **Department on Tuesday, April 14, 2015 by 11:00 am.**

8. Equal Business Opportunity Program

It is the policy of the City to provide equal opportunities for City contracting for small firms owned by socially and economically disadvantaged persons doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct present effects of past discrimination and to resolve complaints of discrimination.

There are no goals set for this project. In accordance with the Equal Business Opportunity Program Ordinance, all contractors are required to provide information requested in the "SDBE Procurement Forms" package, which has been included with this Request for Proposals. Proposals that do not contain the appropriate, completed "Procurement Forms" will be deemed non-responsive and ineligible for consideration. The "Declaration of Performance," Managerial Profile," "Equal Opportunity Statement" and the "Employee Breakdown" documents are required of all contractors. In lieu of the "Employee Breakdown," contractors may submit a copy of the current EEO-1 form (corporate basis). All questions concerning SDBE documents should be referred to

Vince Wingate, Senior Equal Opportunity/Equity Assurance Specialist at (919) 560-4180 ext. 17241.

9. The proposal will be evaluated and the contract awarded in accordance with statutory public contract requirements as supplemented or altered by the City of Durham's Small Disadvantaged Business Enterprise Requirements supplied with this proposal. **These forms (listed below) must be filled out and returned with the proposal.**

- Declaration of Performance by Vendor/Contractor
- Managerial Profile
- Equal Opportunity Statement
- Employee Breakdown

Any proposals submitted without these completed forms shall be deemed as "non-responsive". If there are any questions or problems in filling out these forms, please contact:

City of Durham
Equal Opportunity/Equity Assurance Department
101 City Hall Plaza (Annex)
Durham, NC 27701
(919) 560-4180

10. Specifications may be obtained from the General Services Department, weekdays, from 8:30 AM to 5:00 PM.
11. All work under this contract shall be performed and evaluated within three (3) years from the date of the Notice to Proceed.
12. Candidates should submit their proposals in a sealed envelope. The envelope should be addressed for delivery to the City as follows:

Write the following prominently on the outside of the sealed envelope:
City of Durham
General Services Department
Attn: Lisa R. Smith, Construction Project Manager
Request for Proposal: Full Elevator Maintenance Services for the City of Durham
2011 Fay Street
Durham, NC 27704

13. Please use black or blue ink for each original signature.
14. The City Council of the City of Durham reserves the right to reject any or all proposals.

INSURANCE REQUIREMENTS

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following applicable coverage's and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City of Durham site.

Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with Employer Liability limits of no less than \$1,000,000 each accident, each employee and policy limit. This policy must include a Waiver of Subrogation.

Professional Liability- Contractor agrees to maintain Professional Liability Insurance with limits no less than \$1,000,000 per occurrence, covering claims arising out of professional architect, engineers and surveyors services performed in connection with this contract.

Environmental/Pollution- Contractor agrees to maintain Environmental/Pollution Liability Insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, covering claims arising out of the use or application of chemicals/herbicides as well as the negligent release of hazardous materials. Coverage may also be satisfied by endorsement to the Commercial General Liability policy with minimum limits of \$1,000,000/\$2,000,000.

Additional Insured – Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read 'City of Durham as its interest may appear'.

Certificate of Insurance – Contractor agrees to provide City of Durham a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor

agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

City of Durham
Attn: General Services Department
101 City Hall Plaza
Durham, NC 27701

The Certificate of Insurance must be uploaded into On Base for Risk Management's approval.

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse City of Durham as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Durham's Risk Manager.

GENERAL INFORMATION

The City of Durham seeks proposals from qualified, experienced offerors to provide an efficient and professional inspection, maintenance and repair services for City elevators. Services shall include all reasonable and necessary labor, materials, equipment and supplies in order to keep the contracted area professionally maintained and serviced.

Offerors will be given the opportunity to familiarize themselves with the job required and apprise themselves of all conditions which will affect the performance of the work called for in this proposal.

Proposals are to be submitted from each offeror and shall have an original signature and dated by an official authorized to bind the company. Unsigned proposals shall not be considered. By submission of a proposal the offeror agrees that it shall provide sufficient labor, supervision, training, materials, equipment and supplies to complete all requirements as listed in this contract to an acceptable level as determined by the City's Designee in which is defined as the Construction Project Manager.

Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal does not add value to your proposal and are not desired.

The City of Durham at its option may request an oral presentation or discussion with any or all offerors for the purpose of clarification for any part of the proposal.

The contracting Agency reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the City of Durham.

COMMUNICATION SERVICES

The Contractor shall maintain an up to date list of telephone numbers, a business office number, emergency contact number, a cell phone and or a pager number. The Contractor (or a responsible management official of the firm) shall respond **within thirty (30) minutes** after contact from the City's Designee.

BUILDING SECURITY LOG

All persons entering the facility representing the Contractor shall individually sign in and out on the monthly log each time they enter and exit the facility. This includes owners, supervisors, employees and any others working with the Contractor. The log will be located at a place agreeable to the Contractor and the City's Designee.

If the facility has a keycard access, the City's Designee will request that the Contractor's employee is approved for an "entry card" and they shall individually badge in upon arrival.

The Contractor shall notify the City's Designee immediately of the termination of a person and inform the City's Designee in writing within twenty-four (24) hours that the employee has been

terminated. The Contractor shall collect all KEYS and/or ACCESS KEYCARDS upon termination of an employee and return them to the City's Designee.

When the Contractor hires a new employee, the Contractor or a responsible representative of the company shall meet the new employee at the facility. The new employee is to be instructed as to what the Contract provisions are and is to be given a list of those provisions.

Privilege License. A City's privilege license is required to perform the work under the contract; if the business space is physically located in the City limits shall obtain a license before the City can execute a sign contract. For information on this license, call (919) 560-4700 or see http://www.durhamnc.gov/departments/finance/business_license.cfm.

Notice Under the Americans with Disabilities Act (ADA). The City of Durham will not discriminate against qualified individuals with disabilities on the basis of disability in the City's services, programs, or activities. The City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services, and activities. The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. Anyone who requires an auxiliary aid or service for effective communications, or a modification of policies or procedures to participate in the City program, service, or activity, should contact Ms. Stacey Poston, ADA Coordinator, voice 919-560-4197, fax 560-4196, TTY 919-560-1200, or Stacey.Poston@durhamnc.gov, as soon as possible but no later than 48 hours before the scheduled event.

REQUEST FOR PROPOSAL FORM
(Use this form only)

SUBMIT PROPOSALS IN CARE OF:

General Services Department
City of Durham
2011 Fay Street
Durham, NC 27704
(919) 560-4197 ext. 21273

NAME _____

DATE: _____

PROPOSAL: Full Elevator Maintenance Services, including inspections, testing, and repairs
The Undersigned, as Proposer, hereby declares that only person or persons interested in this proposal as principals or principals is or are named herein and that no other persons than herein mentioned has any interest in this proposal or in the contract to be entered, that this proposal is made without connection with any other person, company or parties submitting a proposal; and that it is in all respect fair and in good faith without collusion or fraud.

The proposer further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and the contract documents relative thereto, and has read all special provisions furnished prior to submitting a proposal, that he has satisfied himself relative to the work to be performed.

Materials to be furnished shall be in compliance with standard specifications and special provisions. CONTRACTOR'S responsibility shall continue uninterrupted until expiration of the two (2) years initial period as stated in the specifications after completion of inspections, testing, maintenance and repairs.

The Proposer agrees, if his proposal is accepted, to contract with the City of Durham, 101 City Hall Plaza, Durham, NC 27701, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete within the time allotted as specified, the general inspections, maintenance and repairs on the Owner's elevators, in complete accordance with the Specifications, and Contract Documents bearing the title Full Elevator Maintenance Services for the City of Durham, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sums as follows:

This proposal is requesting pricing for each location referenced below for full elevator maintenance services, including testing, inspections and repairs for three years:

YEAR ONE PRICING

ITEM NO.	ELEVATOR LOCATION/ MODEL	YEAR ONE MONTHLY PRICE	YEAR ONE EXTENDED TOTAL (monthly price x 12)
1.	CITY HALL 101 City Hall Plaza Three (3) Passenger - DOVER	_____ \$ _____	_____ \$ _____
2.	CITY HALL 101 City Hall Plaza One (1) Service - DOVER	_____ \$ _____	_____ \$ _____
3.	CITY HALL ANNEX 101 City Hall Plaza One (1) Passenger - OTIS and Accessible Lift (outside)	_____ \$ _____	_____ \$ _____
4.	PARKS & RECREATION 400 Cleveland Street One (1) Passenger - Dover	_____ \$ _____	_____ \$ _____
5.	DURHAM ARMORY 212 Foster Street Accessible Lift	_____ \$ _____	_____ \$ _____
6.	WALLTOWN RECREATION CENTER 1308 W. Club Blvd. One (1) Passenger Schindler	_____ \$ _____	_____ \$ _____
7.	I. R. HOLMES RECREATION CENTER 2000 S. Alston Avenue One (1) Passenger – DOVER	_____ \$ _____	_____ \$ _____
8.	DURHAM STATION 515 W. Pettigrew Street: One (1) Passenger – Schindler	_____ \$ _____	_____ \$ _____
9.	POLICE HEADQUARTERS 505 W. Chapel Hill Street: Two (2) Passenger – Schindler	_____ \$ _____	_____ \$ _____
10.	GENERAL SERVICES 2011 Fay Street: One (1) Passenger Schindler	_____ \$ _____	_____ \$ _____
11.	SOLID WASTE FACILITY 1833 Camden Avenue: One (1) - Dover	_____ \$ _____	_____ \$ _____
12.	Police Headquarters Complex Main Street (Note: Future Project)	_____ \$ _____	_____ \$ _____

ITEM NO.	ELEVATOR LOCATION/ MODEL	YEAR ONE MONTHLY PRICE	YEAR ONE EXTENDED TOTAL (monthly price x 12)
13.	NORTH DURHAM WRF 1900 E. Club Blvd.: Two (2) Passenger/Service – DOVER	_____ \$ _____	_____ \$ _____
14.	SOUTH DURHAM WRF 6605 Farrington Road, Chapel Hill, NC: One (1) Passenger/Service - DOVER	_____ \$ _____	_____ \$ _____
15.	SOUTH DURHAM WRF 6605 Farrington Road, Chapel Hill, NC: One (1) Passenger/Service - SEDWICK	_____ \$ _____	_____ \$ _____
16.	WILLIAMS WATER TREATMENT PLANT 1405 Hillandale Road: One (1) Freight - MONARCH	_____ \$ _____	_____ \$ _____
17.	LAKE MICHIE DAM * One (1) Passenger/Service - McFatt Machinery Co. *This elevator was installed in 1925	_____ \$ _____	_____ \$ _____

YEAR TWO PRICING

ITEM NO.	ELEVATOR LOCATION/ MODEL	YEAR TWO MONTHLY PRICE	YEAR TWO EXTENDED TOTAL (monthly price x 12)
1.	CITY HALL 101 City Hall Plaza: Three (3) Passenger - DOVER	_____ \$ _____	_____ \$ _____
2.	CITY HALL 101 City Hall Plaza: One (1) Service - DOVER	_____ \$ _____	_____ \$ _____
3.	CITY HALL ANNEX 101 City Hall Plaza One (1) Passenger - OTIS and Accessible Lift (outside)	_____ \$ _____	_____ \$ _____
4.	PARKS & RECREATION 400 Cleveland Street One (1) Passenger - Dover	_____ \$ _____	_____ \$ _____
5.	DURHAM ARMORY Accessible Lift	_____ \$ _____	_____ \$ _____
6.	WALLTOWN RECREATION CENTER 1308 W. Club Blvd. One (1) Passenger Schindler	_____ \$ _____	_____ \$ _____
7.	I. R. HOLMES RECREATION CENTER 2000 S. Alston Avenue One (1) Passenger – DOVER	_____ \$ _____	_____ \$ _____
8.	DURHAM STATION 515 W. Pettigrew Street: One (1) Passenger – Schindler	_____ \$ _____	_____ \$ _____
9.	POLICE HEADQUARTERS 505 W. Chapel Hill Street: Two (2) Passenger – Schindler	_____ \$ _____	_____ \$ _____
10.	GENERAL SERVICES 2011 Fay Street: One (1) Passenger Schindler	_____ \$ _____	_____ \$ _____
11.	SOLID WASTE FACILITY 1833 Camden Avenue: One (1) - Dover	_____ \$ _____	_____ \$ _____
12.	Police Headquarters Complex Main Street (Note: Future Project)	_____ \$ _____	_____ \$ _____

ITEM NO.	ELEVATOR LOCATION/ MODEL	YEAR TWO MONTHLY PRICE	YEAR TWO EXTENDED TOTAL (monthly price x 12)
13.	NORTH DURHAM WRF 1900 E. Club Blvd.: Two (2) Passenger/Service – DOVER	_____ \$ _____	_____ \$ _____
14.	SOUTH DURHAM WRF 6605 Farrington Road, Chapel Hill, NC: One (1) Passenger/Service - DOVER	_____ \$ _____	_____ \$ _____
15.	SOUTH DURHAM WRF 6605 Farrington Road, Chapel Hill, NC: One (1) Passenger/Service - SEDWICK	_____ \$ _____	_____ \$ _____
16.	WILLIAMS WATER TREATMENT PLANT 1405 Hillandale Road: One (1) Freight - MONARCH	_____ \$ _____	_____ \$ _____
17.	LAKE MICHIE DAM * One (1) Passenger/Service - McFatt Machinery Co. *This elevator was installed in 1925	_____ \$ _____	_____ \$ _____

YEAR THREE PRICING

ITEM NO.	ELEVATOR LOCATION/ MODEL	YEAR THREE MONTHLY PRICE	YEAR THREE EXTENDED TOTAL (monthly price x 12)
1.	CITY HALL 101 City Hall Plaza: Three (3) Passenger - DOVER	_____ \$ _____	_____ \$ _____
2.	CITY HALL 101 City Hall Plaza: One (1) Service - DOVER	_____ \$ _____	_____ \$ _____
3.	CITY HALL ANNEX 101 City Hall Plaza One (1) Passenger - OTIS and Accessible Lift (outside)	_____ \$ _____	_____ \$ _____
4.	PARKS & RECREATION 400 Cleveland Street One (1) Passenger - Dover	_____ \$ _____	_____ \$ _____
5.	DURHAM ARMORY Accessible Lift	_____ \$ _____	_____ \$ _____
6.	WALLTOWN RECREATION CENTER 1308 W. Club Blvd. One (1) Passenger Schindler	_____ \$ _____	_____ \$ _____
7.	I. R. HOLMES RECREATION CENTER 2000 S. Alston Avenue One (1) Passenger – DOVER	_____ \$ _____	_____ \$ _____
8.	DURHAM STATION 515 W. Pettigrew Street: One (1) Passenger – Schindler	_____ \$ _____	_____ \$ _____
9.	POLICE HEADQUARTERS 505 W. Chapel Hill Street: Two (2) Passenger – Schindler	_____ \$ _____	_____ \$ _____
10.	GENERAL SERVICES 2011 Fay Street: One (1) Passenger Schindler	_____ \$ _____	_____ \$ _____
11.	SOLID WASTE FACILITY 1833 Camden Avenue: One (1) - Dover	_____ \$ _____	_____ \$ _____
12.	Police Headquarters Complex Main Street (Note: Future Project)	_____ \$ _____	_____ \$ _____

ITEM NO.	ELEVATOR LOCATION/ MODEL	YEAR THREE MONTHLY PRICE	YEAR THREE EXTENDED TOTAL (monthly price x 12)
13.	NORTH DURHAM WRF 1900 E. Club Blvd.: Two (2) Passenger/Service – DOVER	_____ \$ _____	_____ \$ _____
14.	SOUTH DURHAM WRF 6605 Farrington Road, Chapel Hill, NC: One (1) Passenger/Service - DOVER	_____ \$ _____	_____ \$ _____
15.	SOUTH DURHAM WRF 6605 Farrington Road, Chapel Hill, NC: One (1) Passenger/Service - SEDWICK	_____ \$ _____	_____ \$ _____
16.	WILLIAMS WATER TREATMENT PLANT 1405 Hillandale Road: One (1) Freight - MONARCH	_____ \$ _____	_____ \$ _____
17.	LAKE MICHIE DAM * One (1) Passenger/Service - McFatt Machinery Co. *This elevator was installed in 1925	_____ \$ _____	_____ \$ _____



CITY OF DURHAM SMALL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

PROCUREMENT FORMS Revised 06/08



Street Address:

Phone: 919-560-4180
Facsimile: 919-560-4513

101 City Hall Plaza (Annex)
Durham, North Carolina 27701

The Department of Equal Opportunity/Equity Assurance
Good Things Are Happening In Durham

Small Disadvantaged Business Enterprise Ordinance SDBE Procurement Documentation

If applicable information is not submitted with your bid, your bid will be deemed non-responsive.

Declaration of Performance must be completed and submitted with your bid.

Managerial Profile must be used to list the managerial persons in your work force who will be participating in this project.

Equal Employment Opportunity Statement for your company must be completed and submitted with your bid.

Employee Breakdown must be completed and submitted for the location providing the service/commodity. If the parent company will be involved in providing the service/commodity on the City contract, a consolidated employment breakdown must be submitted.

COMPLETE THIS FORM
DECLARATION OF PERFORMANCE BY VENDOR/CONTRACTOR

Briefly address each of the following items:

1. A brief synopsis of the company and the products/services it provides:
2. Describe the normal procedure used on a bid of this type, giving the flow of purchase from the company to the ultimate purchaser:
3. List anyone outside of your company with whom you will contract on this bid:

The undersigned vendor/contractor certifies that:

- (a) It is normal business practice of the vendor/contractor to perform all elements of the contract with its own work force without the use of subcontractors/vendors; and
- (b) That the above documentation demonstrates this firm's capabilities to perform all elements of the contract with its own work force or without the use of subcontractors/vendors.

Date

Authorized Signature

COMPLETE THIS FORM
Managerial Profile

Name of Firm: _____

Contact person: _____

Title: _____

Address: _____

Telephone No.: _____

Date: _____

List the managerial persons in your work force who will be participating in this project, including name, position, and whether the individuals are minority or woman within the definition* of the City of Durham’s Minority and Women Business Enterprises Ordinance.

Managerial Employees		
<u>NAME</u>	<u>POSITION</u>	<u>(YES/NO) MINORITY/WOMAN</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

*"Minority" means an individual who is a citizen or lawful permanent resident of the United States and who is a "Black American", a person having origins in any of the Black racial groups of Africa. On building contracts, construction over \$100,000.00 or federally funded projects, the federal and/or state definitions apply.

COMPLETE THIS FORM
EQUAL OPPORTUNITY STATEMENT

COMPLETE THIS FORM OR ATTACH COMPUTERIZE FORM

EMPLOYEE BREAKDOWN

Part A – Employee Statistics for the Primary Location

M-----a-----l-----e-----s

F-----m-----a-----l-----e-----s

Employment Category	Total Employees	Total Males	Total Females	White	Black	Hispanic	Asian or Alaskan Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

Part B – Employee Statistics for the Consolidated Company (See instructions for this form on whether this part is required.)

M-----a-----l-----e-----s

F-----m-----a-----l-----e-----s

Employment Category	Total Employees	Total Males	Total Females	White	Black	Hispanic	Asian or Alaskan Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

ADDENDA

The following addenda are acknowledged as having been received and noted, the provisions for which are included in the proposal(s). Failure to acknowledge receipt of any addenda will subject the bidder to disqualification. **CONTRACTOR to sign.**

Addendum No. 1: _____

Addendum No. 2: _____

Addendum No. 3: _____

Addendum No. 4: _____

REQUIRED FORMS

The following forms have been completed by the CONTRACTOR and are attached hereto. **CONTRACTOR to sign.**

Non Collusion Affidavit: _____

SDBE Form(s): SDBE Procurement Forms _____

- Declaration of Performance by Vendor/Contractor
- Managerial Profile
- Equal Opportunity Statement
- Employee Breakdown

Respectfully submitted this _____ day of _____, 2015.

Signature: _____

Title: _____

Firm: _____

Address: _____



NON-COLLUSION AFFIDAVIT

By executing this bid, I certify that this bid is submitted to the City of Durham competitively and without collusion. I am authorized to represent the bidder both in submitting this bid and in making this Non-collusion Affidavit. To the best of my knowledge and belief, (1) the bidder has not violated N. C. General Statute section 133-24 in connection with the bid, (2) the bidder has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with its bid, and (3) the bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor. In this Non-collusion Affidavit, "bid" includes bids and proposals, and "bidder" includes bidder and proposer. The neuter includes the masculine and the feminine. The bidder to which this Non-Collusion Affidavit refers is:

(insert name of bidder)

(signature of individual)

State of _____

ACKNOWLEDGMENT

County of _____

I, a notary public in and for the aforesaid county and state, certify that _____ personally appeared before me this day and having been duly sworn, stated that the contents of the foregoing Non-collusion Affidavit are true to the best of his or her knowledge and belief, and he or she acknowledged the execution of the foregoing Non-collusion Affidavit in connection with the bidder named above. This the _____ day of _____, 20_____.

My commission expires: _____

Notary Public

RW7-3-03

**FULL ELEVATOR MAINTENANCE SERVICES FOR
CITY OF DURHAM
SCOPE OF WORK**

- I. **Scope:** The services to be performed under these specifications shall consist of furnishing all labor, materials, tools, and equipment necessary and performing all operations in connection with the inspection, testing and complete maintenance and repairs of elevators in strict accordance with specifications and subject to the terms and conditions of the following:

All elevators under this contract shall be maintained in first class operating condition and must comply with all requirements of the current American Standard Safety Code for Elevators, ANSI Inspection Manual, and all other applicable laws, regulations, ordinances, codes, etc. and the current ANSI Code shall be used as a guide to establish that the elevators are operating safely. The contract shall provide a full maintenance program in accordance with ANSI standards to all of the city's elevators covered under this contract.

- II. **Required Full Elevator Maintenance Services:** Contractor under this contract must maintain each elevator as hereinafter described, on the terms and conditions subsequently set forth. Contractor will use trained employees directly employed and supervised by it. These employees will be qualified to keep the equipment properly adjusted, and will use all reasonable care to maintain the elevators in proper and safe operating condition.

Contractor will regularly and systematically examine, adjust, clean, lubricate, furnish lubricants, and when conditions warrant, repair or replace: MACHINE, MOTOR, GENERATOR AND CONTROLLER PARTS, including but not limited to worms, gears, thrusts, bearings, commutators, rotating elements, coils, contracts, resistors, magnet frame, and other parts.

These replacement parts shall be equal to or better than the parts installed by original manufacturer in terms of both performance and quality. Contractor shall provide a list of all repair parts, repair part numbers, and source of manufacturer to the City of Durham as repairs are completed.

The elevator at the Lake Michie Dam requires oil and greasing service.

NOTE CAREFULLY - Contractor will perform monthly inspection of elevator lights, hall lights, and bells. Repairs or replacements will be made as needed. The contractor will leave a signed hand receipt of the results of the inspection with the following:

General Services Department
Lisa R. Smith, 919-560-4197 ext. 21273
Water Management Department
Lee Williamson, 919-560-4388 ext. 35235

III. **Number of Man Hours Labor to be Furnished:** The successful contractor will be required to provide the necessary man hours labor per month for routine cleaning, inspection and adjusting service. In addition, the successful contractor shall provide the necessary man hours for tuning and adjusting of control systems and other maintenance such as hatch cleaning, safety tests, governor tests, etc. to insure that the equipment is in good operating condition at all times.

IV. **Materials and Supplies:** The contractor shall furnish all materials and supplies for the accomplishment of all work. All replacement parts furnished by the contractor shall be of the original manufacturer's design and/or specifications or approved equal.

Singular Number: In all cases where a device or part of the equipment is herein referred to in the singular number such as "the Motor", it is intended that such reference shall apply to as many such devices as are required to complete the installation and/or repairs.

V. **Lubricants:** The contractor shall furnish all lubricants, which shall comply with specifications, and lubricants recommended by the equipments manufacturer for the particular device to be lubricated. Oils and greases shall be of an approved manufacturer. Rope lubricants shall conform to recommendation of ANSI Inspection Manual.

1. The contractor shall clean and properly lubricate all sheave bearings on motor operated brakes and refill gear cases and guide lubricators when required. All oil reservoirs shall be maintained at proper level and shall be kept properly sealed to prevent leakage.
2. Surplus oil shall be wiped off and rip pans provided and placed as needed.
3. The contractor shall touch up with matching paint any scars, chips, scratches, or abrasions, or other places where paint has been marred due to negligence of the contractor or his personnel.
4. The contractor shall provide an approved type metal waste can in each elevator machine room.
5. Contractor will keep the guide rails properly lubricated, secured and aligned at all times except where roller guides are used, and when necessary renew guide shoe gibs or guide rollers in order to assure smooth and quiet operations.
6. Contractor shall maintain chart to show lubrication complete. Chart shall be available at any time for City Designee to review. The respective department will designate a location for the contractor to place the chart(s).
7. Contractor will also examine, lubricate, and adjust repair and/or replace the following equipment:
 - a. Interlocks
 - b. Car and Hatch Door Operators
 - c. Car and Hatch Door Hangers
 - d. Door Closers

VI. **Preventive Maintenance:** The contractor shall provide regular and systematic examinations and preventive maintenance service and provide in each machine room for each elevator mechanism, a chart which shall certify and visually indicate the status of the preventive maintenance program as to the completion of the various phases of the work, making examinations on a weekly basis semi-monthly, monthly, quarterly, semiannual and annual items at which time the contractor shall determine the nature and extent of any trouble and shall take necessary action to restore the elevator to satisfactory and safe service and by using preventive maintenance methods, furnish and install parts prior to their breakdown point where at all possible and keep the elevator in the best possible running order at all times.

The charts shall show date of completion and initials of mechanic completing the examination scheduled for each time interval. The contractor will furnish whatever charts or forms are necessary for this program. The preventive maintenance program shall include cleaning, painting, lubricating, packing, adjusting, calibrating, repairs, furnishing, and replacing all parts and equipment and the furnishing of all equipment necessary in the performance thereof, all as required in the specifications to include but not limited to the following:

1. Ride each car, check operation of car and hatch doors, acceleration, deceleration, floor stops and brake action. Make corrections as necessary.
2. Inspect and wipe clean all motors, machines, and generators.
3. Inspect controllers, selectors, selector drives and governors.
4. Clean and adjust all controllers and selector contacts. Renew worn contacts and/or shunt where necessary. Check sequence of operation.
5. Wipe clean all motor generator, and exciter commutators, clean and check brushes and brush holders. Renew of reset brushes if necessary.
6. Clean and lubricate direction and accelerating switches.

7. Inspect brake operation. Check clearance and adjust as required for proper operations. Clean or replace, if necessary.
8. Clean hoistway pits and inspect equipment in them.
9. Inspect working parts of all governors for free operation.
10. Inspect all door operating equipment including motor brushes, commutator, belts or chains, contacts, drive vanes and blocks. Clean, lubricate, adjust or replace as necessary.
11. Check retiring cam operating and make necessary adjustments or corrections.
12. Examine all wire ropes and fastenings, check and adjust rope tension.
13. Examine traveling cables for wear and position.
14. Examine counterweight and compensator ropes. Check and adjust compensator switch. Clean compensation and equipment.
15. Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust or repair as necessary.
16. Lubricate selector drive screws and guides and clean contacts if necessary.
17. Clean and lubricate automatic slow down and stopping switches on top of cars.
18. Clean car position indicators, adjust and maintain as necessary.
19. Inspect, clean and lubricate car guides (unless roller guides are used).
20. Check car fan motors for proper operation.
21. Inspect drive and secondary sheaves, clean if required.
22. Check bearings for proper operation and wear.
23. Examine machine gear teeth for cutting or noise.
24. While riding on top of cars, physically check condition and operation of door locking equipment.

25. Perform electrical test of door interlock circuits.
26. Examine door locks and door closer equipment. Clean door channels.
27. Examine car and counterweight guide shoe and fastenings.
28. Renew gibs or rollers when necessary. Lubricate sliding guide shoes.
29. Remove car station cover, blow out, clean or lubricate switches and buttons.
30. Examine, clean with proper solution, and repair as necessary commutator, brushes and brush holders of all small control motors and regulators.
31. Thoroughly examine and clean starter and control panels.
32. Check, clean and adjust operation of slow down and limit switches. Examine all moving parts of governor and safety for free operation. Clean and adjust governor and safety for proper operation
33. Blow out and vacuum controller motors and M.G. Sets.
34. Check machine gear oil, seal any oil leaks, examine gear teeth, refill with fresh oil, if necessary.
35. Check and clean machine brake, reassemble and readjust as necessary. Disassemble and replace worn components.
36. Clean and lubricate hatch door hanger tracks and door arms.
37. Examine car and counterweight wire hoist ropes, governor rope for wear and condition. Re-rope if necessary.
38. Clean rails, hatch walls, car top, pit, overhead sheaves and beams, as needed. Check bracket bolts for tightness.
39. Perform annual no load safety test as per current code and authority having jurisdiction.
40. Perform a five-year safety test (contract speed, full load) as per the current code and authority having jurisdiction.
41. All parts subject to rust will be painted as required to maintain a presentable appearance.
42. Check monthly to be sure the car lights and alarm system operate when on emergency power (emergency power battery pack) as per ANSI A17.1, Rule 211.
43. Examine and clean the buffers. Oil if necessary. Perform “hand test” of plunger return.

44. Perform actual test of safety at lowest operating speed, with no load.
45. Guide rails to be kept properly lubricated, secured, and aligned at all times except where roller guides are used, and when necessary renew guide shoe gibs or guide rollers in order to assure smooth and quiet operation.
46. Report any potential problems or deficiencies to the City's Designee.

VII. **Performance Requirements:** It is the intention of these specifications that elevator equipment be maintained so as to preserve the operating characteristics in line with the original design. Should the City of Durham find through investigation or that of this representative that these standards are not being maintained, the contractor will be given fourteen (14) days notice to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within the fourteen (14) days period shall constitute sufficient cause for termination of the contract by reason of default, at the option of the City of Durham.

The following are performance levels, which are a part of the original design, and which shall be maintained at all times:

1. Contract speed of all elevators, dumbwaiters, and escalators shall be maintained, and brake-to-brake flight times shall be maintained as originally installed.
 2. Leveling accuracy of all elevators shall be maintained at all times.
 3. Opening and closing times of all hoistway and car doors shall be maintained within limits of ANS A17.1 code, yet assuring minimum standing time at each floor.
 4. Door reversals on all elevators equipped with mechanical safety shoes shall always be initiated within the stroke of the shoe. Light ray devices shall be operable at all times under normal operation.
 5. "Variable car and hall door hold open times shall be maintained in accordance with original design." Deviations from this will not be permitted.
- VIII. The contractor shall perform all necessary examinations, adjustments, and maintenance of elevators at the manufacturer's specified speed under all conditions of load; and shall initially adjust and maintain car leveling to within ½" of exact level at all floors under all conditions of loading: examine, adjust, and replace, if necessary, all safety devices, including governors; examine and equalize tension of all hoisting ropes and compensation ropes and whenever necessary to insure maintenance of adequate safety factors in accordance with these specifications.
- IX. The motor windings and controller coils are to be periodically treated with proper insulating compound.
- X. Contractor shall renew all hoisting ropes and governor ropes as often as necessary to:
(1) Maintain an adequate factor of safety and not less than 80% of the designed rope strength at all times; and (2) (as per A17.2) not exceed 40 broken wires in any lineal foot

of rope. Replacement ropes shall meet all code requirements, and be equal to or better than the original ropes in design, material, construction and strength as specified by the elevator manufacturer.

- XI. Contractor shall repair or replace conductor cables when necessary to maintain them in good operating conditions.
- XII. When necessary, the contractor shall replace guide shoes or rollers as required to insure smooth and quiet operation.
- XIII. At regular intervals and as necessary as needed, the contractor shall brush lint and dirt from the guide rails, overhead sheaves and beams, counter-weight frames, car tops, bottom off platform and remove and dispose of dirt and accumulated rubbish from pits and machine room floors.
- XIV. The contractor will submit as required, a written report to the City to indicate compliance with maintenance requirements, time spent on emergency callbacks and major repairs of replacements.
- XV. All annual inspection tests shall be conducted as outlined in American Standard Safety Code for Elevators. The annual inspection reports shall be prepared in triplicate for each elevator and copies forwarded to the respective department.
- XVI. Test to be “no load” test. Run car down as slow speed with governor jaws set until safety jaws top motion of car. Reset safeties.
- XVII. Governors shall be calibrated on all elevators with a tachometer by disconnecting governor cable from sheave and spinning governor by mechanical means. Readjust governor if tripping speed does not conform to Table #206.2a of the ANSI Code, latest edition. Seal governor after completion of this operation to conform to code.
- XVIII. All first examinations, inspections, tests and reports as specified in these specifications shall be conducted by the contractor within two weeks following award of contract and confirmed with respective departments.
- XIX. Upon a completion of each inspection, contractor shall obtain the signature of a representative designated by the respective departments on a statement showing that inspection has been performed as specified and indicating the time spent on the inspection.
- XX. Contractor shall promptly correct any defects that may be found in testing and examinations and shall so advise the representative of the City of any such defects and what corrective action was taken.
- XXI. **Spare Parts** - The awarded contractor shall have available or be able to secure, delivered at job site within 24 hours, a sufficient supply of emergency approved parts for the repairs of each elevator. These would include any and all parts required for any elevator under contract. All parts including proprietary parts and lubricants shall be equal to or better than genuine manufacturer’s parts are not acceptable and will not be permitted.

XXII. **Additional Repair Services** – Repairs not included in the Full Elevator Maintenance Services contract require a written cost proposal of labor hours and material costs. Transportation, trip charges, shipping costs and other expenses will not be paid separately, and are to be included in the cost proposal. The cost proposal(s) must include “down” times, if the elevator must be “down” for an hour(s). Credits and discounts shall be given to the City of Durham, if the awarded contractor exceeds the “down” time hours stated in their cost proposal because of labor unavailability or scheduling conflicts. All repairs not covered under the terms and conditions of this contract require a written cost proposal from the awarded contractor and approved by the City of Durham.

XXIII. **Inspections** – The awarded contractor shall provide elevator services and repairs, if the City of Durham receives any Department of Labor (DOL) inspections report for repairs and/or deficiencies within ten (10) days of receipt of written inspection report. Any City elevator that is unsafe to operate shall be immediately tagged “OUT OF SERVICE” and the unsafe elevator shall be serviced and repaired immediately.

XXIV. **Records** – The awarded contractor shall submit monthly service reports for each City elevator to the City’s Designee. The service reports shall include but not limited to, all maintenance work, repairs, RJ form, trouble calls, and etc. The awarded contractor shall submit all records to the City’s Designee a week before the contract expires.

XXV. **Emergency Callback Service** - The contractor shall provide at all times (8 hrs. per day, 8:00 a.m. - 4:00 p.m., Monday through Friday) emergency callback service at no additional cost which consists of responding (responding means being on the job site) within a 30 minute period to request(s) by an authorized representative of the City of Durham to restore an elevator to service in a case where a shutdown or emergency should develop between routine maintenance.

1. This callback service and any work covered by the scope of these specifications to be done; shall be performed as a part of this contract; however, the City will pay the premium on all callback service after normal working hours.
2. Contractor shall return during first normal working hours following the callback service, and shall perform maintenance, repairs, and/or replacement of parts if and as necessary to place elevator in first class operating condition as required by these specifications.
3. Holidays will be observed as follows: New Year’s Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after Thanksgiving Day and Christmas Day and any additional day(s) the City of Durham will observe for Christmas.

For more information on holidays observed by City Government of the City of Durham see City Code, Section 14-16 “a” and 14-16 “b”.

The City will pay the premium for callback service on these holidays only.

XXVI. Additional Provisions:

Contractor shall not be under any obligation hereunder to make any renewals or repairs except those incidentals to the operation of the machinery.

Contractor is not required under this contract to make renewals or repairs necessitated by reason of negligence, accident, or misuse of machinery, apparatus or car, by persons other than Contractor or his employees.

If renewals or repairs are required under these conditions, the Contractor will obtain approval from the respective department before any repairs are made, giving an estimated cost to complete the renewal or repair.

If a person(s) is trapped in an elevator an immediate response within 30 minutes is required.

The contractor will furnish below the names of at least three (3) persons, of the contractor's personnel to be called on a 24-hour emergency basis.

Name	Telephone No.	Cellular No.	Pager No.
1 _____	/ _____	/ _____	/ _____
2 _____	/ _____	/ _____	/ _____
3 _____	/ _____	/ _____	/ _____

GENERAL REQUIREMENTS

1. Requirement for Representation as to accuracy and completeness of this proposal:
The Contractor shall make the following representations in its proposal, the falsity of which might result in rejection of this proposal: “The information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the City, are true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City.”
2. The awarding Contractor must furnish copies of their payroll (monthly) for all employees working under this Contract. These copies shall be sent to the General Services Department.

A list of all employees and supervisors working under this Contract must accompany the proposal. As a part of the Contract it will be necessary for your company to identify the number of employees that will be working under this contract.

3. By submitting a proposal, the Contractor certifies that it is not currently debarred from bidding on contracts by any agency of the State of North Carolina or any agency of the Federal Government, nor is it an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the State of North Carolina or any agency of the Federal Government.
4. Entries on the proposal form, including signatures must be written in ink. The proposal shall not contain any unauthorized additions, deletions, or added conditional pages.
5. Invoices must be submitted to the City of Durham, Accounting Services Division, 101 City Hall Plaza, Durham, North Carolina 27701, on a monthly basis and a copy submitted to Lisa R. Smith for items 1-12 and Lee Williamson, items 13-17. Invoices will not be paid to the awarded contractor unless the City receives service tickets for each monthly elevator inspection.

SPECIAL CONDITIONS

- A. TEST AND INSPECTION - The importance of the elevators, covered by this agreement and specifications, demand that they be maintained in satisfactory and safe operating conditions at all times in accordance with the requirements of these specifications and be kept capable of providing their initial maximum performance, capacity, and speed. The City of Durham reserves the right to make such test or cause to make such test when advisable to ascertain that the requirements of these conditions are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, the City may immediately demand that the contractor place the elevator in condition to meet these requirements. The contractor's failure to comply with such a demand within a reasonable time will constitute a circumstance to cause the City to terminate the contract.
- B. QUALIFICATION OF AWARDED CONTRACTOR AND PERSONNEL - The importance of maintaining the City of Durham elevator equipment in line with its original design performance and in safe operating condition, requires the service to be performed by an experienced and competent contractor who has satisfactorily maintained elevators of the types and to the degree included in these specifications.

Bidder shall furnish with proposal:

1. A statement that this company is regularly engaged in the business of installing and/or servicing elevators of the types and character of equipment covered by these specifications.
2. Submit verification of successful completion of a least one of the following for each employee working on this service contract:
 - Apprenticeship certification with the interanational Union of Elevator constructors;
 - Certification with National Elevator Industry Educational Program;
 - Certification as an Elevator Technician or Certified Accessibililty and Private Residence Lift Technician with the National Associateion of Elevator Contractors; or
 - Licensed NC State Elevator Installer
3. Resumes, including names of personnel directly employed by the bidder, whose responsibility will be performing maintenance under this contract, giving experience each has had in maintaining elevators of the type and manufacturer as covered by these specifications including solid state.
4. A list of firms or agencies company has had contracts with in the last five years. Include any information regarding a multi-number of elevators under a single contract. Additionally, a list of any contracts, which were canceled, stating the reason(s).

5. A description of any other factors concerning the contractor's maintenance program, personnel and service facilities that will substantiate their ability to properly maintain the elevators in a safe, dependable manner.
- C. CANCELLATION - The performance of work under the contract may be terminated by the City of Durham in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of receipt of notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontractors; remove all supplies and equipment; and settle all outstanding liabilities and claims.

- D. PERMITS - The contractor shall procure at his own expense, license and permits and shall conform to all laws, regulations, and ordinances applicable to the performance of this contract.
- E. INSURANCE - The contractor must be licensed for work of this type, and carry insurance in the following minimum amounts:

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following applicable coverage's and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City of Durham site.

Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with Employer Liability limits of no less than \$1,000,000 each accident, each employee and policy limit. This policy must include a Waiver of Subrogation.

Professional Liability- Contractor agrees to maintain Professional Liability Insurance with limits no less than \$1,000,000 per occurrence, covering claims arising out of professional architect, engineers and surveyors services performed in connection with this contract.

Environmental/Pollution- Contractor agrees to maintain Environmental/Pollution Liability Insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, covering claims arising out of the use or application of chemicals/herbicides as well as the negligent release of hazardous materials. Coverage may also be satisfied by endorsement to the Commercial General Liability policy with minimum limits of \$1,000,000/\$2,000,000.

Additional Insured – Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read ‘City of Durham as its interest may appear’.

Certificate of Insurance – Contractor agrees to provide City of Durham a Certificate of Insurance evidencing that all coverage’s, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor’s insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

City of Durham
Attn: General Services Department
101 City Hall Plaza
Durham, NC 27701

The Certificate of Insurance must be uploaded into On Base for Risk Management’s approval.

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest ‘Each Occurrence’ limit for required policies. Contractor agrees to endorse City of Durham as an ‘Additional Insured’ on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a ‘Follow-Form’ basis.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Durham’s Risk Manager.

- F. SITE LOCATIONS - The contractor must visit each site to familiarize him or herself with the work to be performed. The bidder is to contact the respective department for proper clearance and failure to visit the sites will not relieve the proposer who is awarded the contract from full performance of all the terms and conditions contained in these specifications and the resulting contract. (Optional)

- G. ADDITION TO/OR DELETION FROM UNITS TO BE MAINTAINED - The elevators to be serviced and maintained under this agreement are specified in the proposal. Any unit added or deleted by the City from said proposal form will result in an equitable adjustment to the contract price. If added, the parties will negotiate the price. If a unit is deleted, the price as then in effect on said individual unit will be prorated over the remainder of the terms of this agreement, and so subtracted from the contractual amount due under this agreement.

- H. The City reserves the right to extend the work in this contract upon approval by Durham City Council authorizing the City Manager the authority to execute a contract extension for an additional three (3) years, provided all contract requirements have been met prior to allowing an extension.

(FROM ITEM B-1 SPECIAL CONDITIONS)

Provide resumes, including names of personnel directly employed by your firm, whose responsibility will be performing maintenance under this contract, giving experience each has had in maintaining elevators of the type and manufacturer as covered by enclosed specifications including solid state.

1. Name _____ Title _____

Background and Experience _____

2. Name _____ Title _____

Background and Experience _____

3. Name _____ Title _____

Background and Experience _____

(From Item B-2 Special Conditions)

List the firms or agencies in which you have had contracts within the last five (5) years. Include any information regarding a multi-number of elevators under a single contract.

1. Prior Service Performed for: _____

Address _____

Person Familiar with Company's Performance _____

Title _____ Telephone No. _____

Description of Prior Services Performed:

Contract Period from _____ to _____

2. Prior Service Performed for:

Address _____

Person Familiar with Company's Performance _____

Title _____ Telephone No. _____

Description of Prior Services Performed:

Contract Period from _____ to _____

3. Prior Service Performed for: _____

Address _____

Person Familiar with Company's Performance _____

Title _____ Telephone No. _____

Description of Prior Services Performed:

Contract Period from _____ to _____

List of Contracts Canceled - Stating Reasons for Cancellation

1. Company Name _____

Reasons for Cancellation

2. Company Name _____

Reasons for Cancellation

QUALIFICATIONS AND SUBMISSION REQUIREMENTS

The City of Durham will receive written responses until 11:00 am, on Tuesday, April 14, 2015 at the General Services Department, 2011 Fay Street, Durham, NC 27704. Responses received after this time will not be accepted.

Submit one (1) original and three (3) copies of proposal response. Responses submitted should be concise and shall be limited to a maximum of 15 double-sided pages. A letter of introduction, section dividers, detailed resumes are not included in the 15 double sided pages requirement.

COVER LETTER WITH PROPOSAL

Cover letter. The proposal should contain a cover letter, signed by a principal of the candidate. The cover letter should contain the following statement:
The undersigned, whose title and position with the candidate are stated next to or beneath his or her signature, has the authority to submit this proposal (including this cover letter) on behalf of the candidate in response to the City of Durham's Request for Proposals.

Unless otherwise clearly stated in this response to the RFP, our proposal accepts the terms and conditions stated in the RFP, including the description of services to be performed and the provisions of the contract to be signed.

The cover letter should contain one of the following two paragraphs A or B.

A. With respect to all trade secrets that the candidate may submit to the City in connection with this proposal or the contract, if the contract is awarded to the candidate, the candidate shall comply with the section of the RFP titled "Trade Secrets and Confidentiality," including all of its subsections, including the subsection titled "Defense of City." The candidate acknowledges that the City will rely on the preceding sentence.

-or-

B. The candidate is not submitting any trade secrets to the City in connection with this proposal or the contract; if the contract is awarded to the candidate, the candidate will not submit any trade secrets to the City in connection with this proposal or the contract. The candidate acknowledges that the City will rely on the preceding sentence.

Note: This proposal is an offer that cannot be revoked before 4:30 PM on Thursday, April 30, 2015 to City staff. The candidate must withdraw their offer by sending a written withdrawal permission that refers specifically to this provision.

Evaluation and Award Criteria

EVALUATION CRITERIA

If an award is made, it is expected that the City's award will be to the candidate that agrees to meet the needs of the City. A number of relevant matters will be considered, including qualifications and cost.

Understanding of the Project— 20 points

Proposals will be evaluated against the questions set out below.

- (a) How well has the candidate demonstrated a thorough understanding of the purpose and scope of the project?
- (b) How well has the candidate identified issues and potential problems related to the project?
- (c) How well has the candidate demonstrated that it understands the deliverables the City expects it to provide?
- (d) How well has the candidate demonstrated that it understands the City's schedule and can meet it?
- (e) Adherence to the City's SDBE program.

Methodology Used for the Project—20 points

Proposals will be evaluated against the questions set out below.

- (a) How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?
- (b) How well does the methodology match and contribute to achieving the objectives set out in the RFP?
- (c) How well does the methodology interface with the schedule in the RFP?

Management Plan for the Project— 20 points

Proposals will be evaluated against the questions set out below.

- (a) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- (b) How well is accountability completely and clearly defined?
- (c) Is the organization of the project team clear?
- (d) How well does the management plan illustrate the lines of authority and communication?
- (e) To what extent does the candidate already have the hardware, equipment, and licenses necessary to perform the contract?
- (f) Does it appear that the candidate can meet the schedule set out in the RFP?
- (g) Has the candidate offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- (h) Is the proposal practical, feasible, and within budget?

- (i) How well have potential problems been identified?
- (j) Is the proposal responsive to all material requirements in the RFP?

Experience and Qualifications— 25 points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

- (a) Do the individuals assigned to the project have experience on similar projects?
- (b) Are resumes complete and do they demonstrate backgrounds that are desirable for individuals engaged in the work the project requires?
- (c) How extensive are the applicable education and experience of the personnel designated to work on the project?
- (d) How knowledgeable are the candidate's personnel of the local area and how many individuals have worked in the area previously?

Questions regarding the candidate:

- (e) How well has the candidate demonstrated experience in completing similar projects on time and within budget?
- (f) How successful is the general history of the candidate regarding timely and successful completion of projects?
- (g) Has the candidate provided letters of reference from clients?
- (h) How reasonable are the candidate's cost estimates?
- (i) If subcontractors will perform work on the contract, how well do they measure up to the evaluation used for the candidate?

Contract Cost— 15 points

Cost is one of a number of factors, so a candidate with the lowest cost cannot count on being selected.

AWARD OF CONTRACT

The City reserves the right to award to a single Contractor deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals. Price shall be considered, but shall not be the sole determining factor. Once the proposals are ranked and the most responsive, responsible proposal(s) are determined, the City may conduct further negotiations, and/or request presentations to assist in the clarification of contract terms and conditions.

SAMPLE CONTRACT

CONTRACT FOR FULL ELEVATOR MAINTENANCE SERVICES FOR THE CITY OF DURHAM

This contract is dated, made, and entered into as of the ____ day of _____, 20____, by the City of Durham (“City”) and [name of firm] (“Contractor”), [Indicate type of entity, for instance: a corporation organized and existing under the laws of [name of State]; a limited liability company organized and existing under the laws of [name of State]; a professional corporation organized and existing under the laws of [name of State]; a professional association organized and existing under the laws of [name of State]; a limited partnership organized under the laws of [name of State]; a sole proprietorship; or a general partnership].

Sec. 1. Background and Purpose. This is a service contract to provide full elevator maintenance services required by state laws for the City of Durham.

Sec. 2. Services and Scope to be Performed. Presumption that Duty is Contractor’s. The Contractor shall provide full elevator maintenance services which includes inspections and repairs for two years. In this contract, “Work” means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor’s duties to the City that arise out of this contract. Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor.

Sec. 3. Reserved.

Sec. 4. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 5. Contractor’s Billings to City. Compensation. The Contractor shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City: such information as may be reasonably requested by the City. Within twenty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

The City shall pay the Contractor for the Work as follows: per month and divided equally based on the sum of the total contract. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Sec. 6. Prompt Payment to Subcontractors. (a) Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all Subcontractors (which term includes subconsultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the Subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the Subcontractor interest, beginning on the 8th day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham.

(b) If the individual assigned to administer this contract for the City (in this section, titled “Prompt Payment to Subcontractors,” he or she will be referred to as the “Project Manager”) determines that it is appropriate to enforce subsection (a) in this manner, the City may withhold from progress or final payments to the Contractor the sums estimated by the Project Manager to be

(i) the amount of interest due to the Subcontractor under subsection (a), and/or

(ii) the amounts past-due under subsection (a) to the Subcontractor but not exceeding 5% of the payment(s) due from the City to the Contractor.

This subsection (b) does not limit any other rights to withhold payments that the City may have.

(c) Nothing in this section (titled “Prompt Payment to Subcontractors”) shall prevent the Contractor at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the Subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed 10%.

(d) The Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any Subcontractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including notarization if so specified.

Sec. 7. Insurance.

Contractor shall maintain insurance as noted under insurance requirements.

Sec. 8. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in section 2 above, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Exhibits. The following exhibits are made a part of this contract: [

Exhibit A [*Insert title of exhibit*] containing [*insert number*] page(s).

Exhibit B [*Insert title of exhibit*] containing [*insert number*] page(s).

In case of conflict between an exhibit and the text of this contract excluding the exhibit, the text of this contract shall control.

Sec. 10. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, UPS, Federal Express, or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

To the City:

General Services Department

City of Durham

101 City Hall Plaza

Durham, NC 27701-3329

The fax number is (919)_____.

Email:

To the Contractor:

[*Insert name and address*]

The fax number is _____.

Email:

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given and sent at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor. (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Sec. 12. Miscellaneous

(a) Choice of Law and Forum; Service of Process. (i) This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North

Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the Contractor is not a natural person (for instance, the Contractor is a corporation or limited liability company), this subsection (ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by the Contractor to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the Contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Contractor will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the Contractor. This subsection (ii) does not apply while the Contractor maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered office.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) Notice of City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding. (4) In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts. (5) Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

(i) SDBE. The Contractor shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that article shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that article, this contract, and State law. The Participation Plan submitted in accordance with that article is binding on the Contractor. Section 18-59(f) of that article provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Article III of Chapter 18 and not to the

Contractor's alleged violations of other obligations.

(j) No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(k) Principles of Interpretation and Definitions. (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section 2. (9) A definition in this contract will not apply to the extent the context requires otherwise.

(l) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(m) City's Manager's Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor's services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

Sec. 13. Termination for Convenience ("TFC"). (a) *Procedure.* Without limiting any party's right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. (b) *Obligations.* Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality, if any, shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City's instructions as to which subcontracts to terminate. (c) *Payment.* The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor one hundred dollars as a TFC fee and shall pay the Contractor for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec. 14. Trade Secrets; Confidentiality. The request for proposals (RFP) section titled "Trade Secrets and Confidentiality" shall apply to any Trade Secrets disclosed to the City during the process leading to the parties' entering into this Contract (including all of the Contractor's responses to the RFP). This section (titled "Trade Secrets; Confidentiality") shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. For purposes of this contract, the word "candidate" in the RFP section just cited shall mean the "Contractor."

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

ATTEST:

CITY OF DURHAM

_____ By: _____

preaudit certificate, if applicable _____